

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

MICHAEL MCAVOY

v.

G/O MEDIA INC., ONION INC. and JAMES SPANFELLER

2019L012149

No.

CIVIL ACTION COVER SHEET - CASE INITIATION

A Civil Action Cover Sheet - Case Initiation shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate case type which best characterizes your action. Only one (1) case type may be checked with this cover sheet.

Jury Demand ☒ Yes ☐ NoPERSONAL INJURY/WRONGFUL DEATH

CASE TYPES:

- ☐ 027 Motor Vehicle
- ☐ 040 Medical Malpractice
- ☐ 047 Asbestos
- ☐ 048 Dram Shop
- ☐ 049 Product Liability
- ☐ 051 Construction Injuries
(including Structural Work Act, Road
Construction Injuries Act and negligence)
- ☐ 052 Railroad/FELA
- ☐ 053 Pediatric Lead Exposure
- ☐ 061 Other Personal Injury/Wrongful Death
- ☐ 063 Intentional Tort
- ☐ 064 Miscellaneous Statutory Action
(Please Specify Below**)
- ☐ 065 Premises Liability
- ☐ 078 Fen-phen/Redux Litigation
- ☐ 199 Silicone Implant

TAX & MISCELLANEOUS REMEDIES

CASE TYPES:

- ☐ 007 Confessions of Judgment
- ☐ 008 Replevin
- ☐ 009 Tax
- ☐ 015 Condemnation
- ☐ 017 Detinue
- ☐ 029 Unemployment Compensation
- ☐ 031 Foreign Transcript
- ☐ 036 Administrative Review Action
- ☐ 085 Petition to Register Foreign Judgment
- ☐ 099 All Other Extraordinary Remedies

By: /s/Chad A. Schiefelbein

(Attorney)

(Pro Se)

FILED
11/1/2019 2:07 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2019L012149

(FILE STAMP)

COMMERCIAL LITIGATION

CASE TYPES:

- ☒ 002 Breach of Contract
- ☐ 070 Professional Malpractice
(other than legal or medical)
- ☐ 071 Fraud (other than legal or medical)
- ☐ 072 Consumer Fraud
- ☐ 073 Breach of Warranty
- ☐ 074 Statutory Action
(Please specify below.**)
- ☐ 075 Other Commercial Litigation
(Please specify below.**)
- ☐ 076 Retaliatory Discharge

OTHER ACTIONS

CASE TYPES:

- ☐ 062 Property Damage
- ☐ 066 Legal Malpractice
- ☐ 077 Libel/Slander
- ☐ 079 Petition for Qualified Orders
- ☐ 084 Petition to Issue Subpoena
- ☐ 100 Petition for Discovery

**

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Pro Se Only: ☐ I have read and agree to the terms of the *Clerk's Office Electronic Notice Policy* and choose to opt in to electronic notice form the **Clerk's Office** for this case at this email address: _____

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FIRM I.D. NO. 44284

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISIONFILED
11/1/2019 2:07 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2019L012149

MICHAEL MCAVOY,

Plaintiff,

v.

G/O MEDIA INC., ONION, INC. and JAMES
SPANFELLER,

Defendants.

No. 2019L012149

JURY DEMANDED

VERIFIED COMPLAINT

As and for his Verified Complaint against Defendants G/O Media, Inc. ("G/O Media"), Onion Inc. (the "Onion") and James Spanfeller ("Spanfeller" and, together with G/O Media and the Onion, "Defendants"), Plaintiff Michael McAvoy ("McAvoy") alleges as follows:

Nature of the Action

1. McAvoy brings this action to recover no less than \$500,000, plus interest, attorneys' fees and costs as a result of Defendants' (i) breaches of McAvoy's Employment Agreement dated January 15, 2016, as amended effective September 25, 2018 (the "Employment Agreement") and (ii) violations of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 (the "Wage Act").

2. Specifically, Defendants breached the Employment Agreement and violated the Wage Act when they purported to terminate McAvoy for cause and without the opportunity to cure on July 11, 2019, thereby depriving McAvoy of, among other things, severance of not less than \$500,000.

3. Defendants did not have cause to terminate McAvoy, nor deprive him of any opportunity to cure, under the terms of the Employment Agreement. On the contrary, Defendants' purported notice of termination dated July 11, 2019 (the "Notice of Termination") contained numerous inaccuracies, inconsistencies and manufactured excuses for terminating McAvoy.

4. In fact, the Notice of Termination was pretextual. Defendants terminated McAvoy in retaliation for McAvoy raising legitimate concerns about Spanfeller's treatment of female executives and Spanfeller's hiring of his friends and former colleagues to replace such executives, which conduct has been widely reported in the media (see <https://nypost.com/2019/07/30/head-of-deadspin-the-onion-facing-heat-from-own-reporters/>; <https://nypost.com/2019/07/18/new-gizmodo-media-ceo-ripped-for-bringing-in-older-white-guys/>; and <https://deadspin.com/this-is-how-things-work-now-at-g-o-media-1836908201>). Defendants also used the for cause and no opportunity to cure provisions in the Employment Agreement as means to avoid having to pay McAvoy severance of not less than \$500,000.

The Parties

5. McAvoy is a citizen of the State of Illinois who resides in Chicago, Illinois. Until July 11, 2019, McAvoy served as the President and Chief Executive Officer ("CEO") of the Onion, and as the Executive Vice President ("EVP") of Sales for affiliates of the Onion.

6. G/O Media is a Delaware corporation with its principal place of business/headquarters in New York, New York. G/O Media is a publishing company created by the private equity firm Great Hill Partners ("Great Hill") of Boston, Massachusetts. G/O Media acquires, owns, operates and manages portfolio companies in the digital media industry, including the Onion.

7. The Onion is a Wisconsin corporation with its principal place of business/headquarters in Chicago, Illinois. The Onion is a satirical digital media company, which produces

on-line content under several on-line publications including the Onion, The A.V. Club, ClickHole and The Takeout.

8. Spanfeller is a citizen of the State of New York who currently resides in New York, New York. Spanfeller is the CEO of G/O Media and is responsible for overseeing G/O Media's portfolio companies including the Onion. Spanfeller personally terminated McAvoy's employment with the Onion via telephone and in writing.

Jurisdiction and Venue

9. The Court has personal jurisdiction over the Onion pursuant to 735 ILCS 5/2-209(a)(1), (a)(2), (a)(7) and (b)(4) because the Employment Agreement was made and performed in the State of Illinois, the Onion violated the Wage Act in the State of Illinois and the Onion is registered to do and transacts business in the State of Illinois.

10. The Court has personal jurisdiction over G/O Media pursuant to 735 ILCS 5/2-209(a)(1), (a)(2) and (a)(7) because the Employment Agreement was made and performed in the State of Illinois, G/O Media violated the Wage Act in the State of Illinois and G/O Media transacts business in the State of Illinois.

11. The Court has personal jurisdiction over Spanfeller pursuant to 735 ILCS 5/2-209(a)(2) and (a)(7) because Spanfeller violated the Wage Act in the State of Illinois and caused the Onion to breach the Employment Agreement, which was made and performed in the State of Illinois.

12. Venue is proper in Cook County, Illinois because the transactions, or some part thereof, which are the subject of McAvoy's claims herein, occurred in Cook County, Illinois.

Facts Common to All Counts

13. Until Spanfeller abruptly terminated McAvoy's employment at the Onion on July 11, 2019, McAvoy was the President and CEO of the Onion, and EVP of Sales of affiliates of the Onion.

14. As President and CEO of the Onion, McAvoy was responsible for the strategy and day-to-day operations of the Onion, the Onion's sister publication, The A.V. Club, the Onion's Internet parody site, ClickHole, and the Onion's food culture site, The Takeout.

15. McAvoy joined the Onion in 2005 after working in the banking and corporate finance industries.

16. In 2007, the Onion promoted McAvoy to Chief Financial Officer ("CFO").

17. After serving as the Onion's CFO for approximately one (1) year, the Onion promoted McAvoy again in 2008 to Chief Operating Officer ("COO").

18. In 2013, the Onion promoted McAvoy again to President and COO.

19. While holding these top offices at the Onion, McAvoy spearheaded the creation of the Onion's in-house creative services department, Onion Labs. McAvoy brought together the best comedy writers and marketing talent to create advertising content, produce native advertising programs and execute various creative projects for leading national brands such as HP, 7-Eleven, Adobe, Clorox, Home Depot, Microsoft, Lenovo and YouTube.

20. McAvoy also successfully transitioned the Onion from a newspaper company to a profitable digital media business.

21. In 2015, the Onion promoted McAvoy to CEO and President.

22. On January 15, 2016, McAvoy entered into the Employment Agreement with the Onion. A true and correct copy of the Employment Agreement is attached hereto as Exhibit A.

23. The Employment Agreement was for a period of three (3) years, up to and including January 15, 2019.

24. The Employment Agreement provided McAvoy with a base salary, benefits and a bonus in exchange for fulfilling his duties and responsibilities as President and CEO of the Onion. The Employment Agreement also provided that if McAvoy was terminated without cause or left for good reason, he would receive one (1) year of his current salary as severance.

25. In 2016, the Onion sold a controlling interest in itself to Univision Communications Inc. ("UCI"). McAvoy's leadership was instrumental in the negotiations that ultimately garnered UCI's investment in the Onion.

26. In September 2016, McAvoy also became EVP of Sales for Fusion Media Group ("FMG"), a division of UCI, which includes cable networks FUSION TV and El Rey Network, as well as a collection of leading digital properties: Gizmodo, Deadspin, Lifehacker, Jezebel, Kotaku, Jalopnik, Fusion and The Root. The Onion, The A.V. Club and ClickHole also became part of FMG through UCI's ownership interest.

27. McAvoy was featured in numerous business and industry publications (including, without limitation, *Crain's Chicago Business*, *AdAge*, *Mediabistro* and *Publishers Daily*) for his hard works and success. McAvoy also received the prestigious "40 under 40" award from *Crain's Chicago Business*, which recognizes the community's best and brightest who have made their mark in Chicago before turning forty (40) years of age.

28. In September 2018, the Onion and McAvoy agreed to amend the Employment Agreement to permit, among other things, the extension of McAvoy's employment with the Onion through at least January 31, 2020. The amendment also formally increased McAvoy's annual base

salary and bonus to account for the additional EVP of Sales responsibilities, and added a pro-rata bonus payout to any severance package.

29. In March 2019, Great Hill Partners created G/O Media and named Spanfeller as G/O Media's CEO.

30. In April 2019, G/O Media purchased FMG (which had changed its name to Gizmodo Media Group ("GMG") after acquiring some assets from Gawker Media) from UCI. The acquisition of GMG included the Onion, The A.V. Club, ClickHole and The Takeout.

31. According to its website, www.g-omedia.com, G/O Media's "corporate values" include: doing the right thing, authenticity, honesty, respect, open communication and utmost integrity.

32. Immediately after G/O Media's purchase of GMG, including the Onion, The A.V. Club, ClickHole and The Takeout, Spanfeller began an increased focus on margins and returns for Great Hill. Spanfeller also began taking personal control over each of the businesses and eliminating the independence that the top executives of the business units (including McAvoy) historically experienced.

33. Despite Spanfeller's changes in direction, McAvoy continued to be a team player. During the 90 days of G/O Media's ownership in which he was employed in 2019, McAvoy secured over \$10 million in contracted revenue for new lines of business (podcasting and ad tech partnerships). McAvoy also continued to oversee the commerce and advertising business, and helped secure the largest advertising deal in the history of the combined Gizmodo and Onion entities. According to a G/O Media memorandum published by the *New York Post*, G/O Media revenues for 2019 are expected to be at least \$80 million with "millions in profits," thus making McAvoy's contributions to G/O Media's bottom line very significant.

34. On July 11, 2019, less than three (3) months after G/O Media acquired the Onion, Spanfeller sent McAvoy the Notice of Termination purporting to terminate McAvoy as President and CEO of the Onion “for cause” and “without any opportunity to cure.”

35. The Notice of Termination was sent on G/O Media stationery and personally signed by Spanfeller, who made the decision to terminate McAvoy. A true and correct copy of the Notice of Termination is attached hereto as Exhibit B.

36. The Notice of Termination did not cite to any specific facts giving rise to termination “for cause” and “without any opportunity to cure.” On the contrary, Spanfeller simply (i) parroted selective parts of the “for cause” section of the Employment Agreement, which restricts for cause and no opportunity to cure terminations to very specific and enumerated circumstances (e.g., violation of fiduciary duty/duty of loyalty, willful misconduct, gross negligence, breach of the Employment Agreement, breach of the Onion’s Code of Conduct, and conviction or plea of guilty to a felony or crime involving dishonesty or moral turpitude) and (ii) made a passing reference to two written communications between Spanfeller and McAvoy—one involving a female executive who Mr. Spanfeller allegedly harassed and a second involving McAvoy’s future plans for the Onion—that were used by Defendants as pretext for McAvoy’s termination.

37. Specifically, with regard to the female executive referenced in the Notice of Termination, McAvoy had taken issue with Spanfeller’s treatment of her. Spanfeller previously told McAvoy that he should have fired the female executive (before he (Spanfeller) had even met her) because she lived in New York. After he finally meet her, Spanfeller changed course and offered the female executive a new role if she agreed to terminate another female executive. When she declined to do so, Spanfeller reverted back to his previous view and told McAvoy that she did

not have the “spine” for the job. McAvoy vehemently disagreed with Spanfeller because the female executive was a long-time employee, hard-working, loyal and had been part of making and implementing many difficult decisions over her eight (8) years at the company.

38. Eventually, the female executive submitted her resignation for “Good Reason.” In response, Spanfeller changed his story and attempted to blame McAvoy. Within days of the female executive’s resignation, Spanfeller sent McAvoy an e-mail falsely alleging that (i) he (Spanfeller) had considered the executive to be a valuable employee, (ii) he (Spanfeller) did not wish her to resign and (iii) McAvoy somehow was the cause for the executive’s resignation.

39. Spanfeller’s false allegations stood in stark contrast to his near-contemporaneous invitation to McAvoy to fly to Boston and participate in G/O Media’s Board of Directors July 2019 meeting, as well as a separate e-mail thanking McAvoy for his attempts to help defuse the situation involving the female executive which Spanfeller created (McAvoy had notified G/O Media’s General Counsel and Chief Financial Officer (acting Human Resources Head) about Spanfeller’s unorthodox hiring practices and other employees’ complaints about such practices).

40. McAvoy immediately responded to Spanfeller’s false accusations and selective memory in a lengthy e-mail dated two days later.

41. Spanfeller replied to McAvoy’s e-mail with general denials while continuing to question the female executive’s presence (or alleged lack thereof) in the office and her thought process in connection with her decision to reject taking a different position at the G/O Media.

42. With regard to the second communication referenced in the Notice of Termination, McAvoy had sent Spanfeller (at Spanfeller’s request) an outline of decisions that he (McAvoy) planned to make as President and CEO to best promote the interests of the company. Despite telling McAvoy that his duties, responsibilities and authority as President and CEO had not been

substantially reduced as a result of G/O Media's acquisition, Spanfeller wrote back to McAvoy on July 9, 2019, took exception with McAvoy's decisions and instructed McAvoy to not move forward with any decisions pending further discussion with Spanfeller. McAvoy replied the following morning (July 10, 2019) that he (McAvoy) was happy to speak to Spanfeller about the decisions that day or the following day. However, Spanfeller turned around and fired McAvoy before any such discussions occurred.

43. On July 15, 2019, McAvoy wrote (through counsel) to Spanfeller and demanded that (i) the "for cause" termination be retracted as baseless and (ii) McAvoy be fully compensated in accordance with the Employment Agreement. A true and correct copy of McAvoy's July 15, 2019 letter to Spanfeller is attached hereto as Exhibit C.

44. On July 17, 2019, G/O Media counsel responded to McAvoy's letter stating that G/O Media was "currently obtaining facts relevant to Mr. McAvoy's assertions" and once it had the opportunity to do so, G/O Media "will contact you to discuss the matter." G/O Media's counsel also instructed McAvoy to direct all future communications regarding McAvoy's employment directly to her. A true and correct copy of G/O Media's July 17, 2019 letter is attached hereto as Exhibit D.

45. G/O Media never substantively responded to McAvoy's July 15, 2019 letter.

46. On August 8, 2019, McAvoy wrote to G/O Media (through counsel) and again requested a substantive response to his July 15, 2019 letter. A true and correct copy of McAvoy's August 8, 2019 letter is attached hereto as Exhibit E.

47. On August 13, 2019, G/O Media's counsel contacted McAvoy's counsel and requested that McAvoy's counsel call her the following day.

48. On August 14, 2019, McAvoy's counsel called G/O Media's counsel. Despite requesting the call, G/O Media's counsel stated that G/O Media had nothing further to say about the matter. The call was a complete waste of time.

49. On August 26, 2019, McAvoy's counsel sent G/O Media's counsel a request to inspect McAvoy's personnel records pursuant to the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 (the "Records Act"). A true and correct copy of McAvoy's Records Act request is attached hereto as Exhibit F.

50. On August 29, 2019, G/O Media's counsel sent an e-mail to McAvoy's counsel in which G/O Media's counsel stated that she was no longer representing G/O Media and, despite her prior instructions regarding future communications, not authorized to accept McAvoy's Records Act request.

51. On August 30, 2019, new counsel for G/O Media contacted McAvoy's counsel and asked for a copy of McAvoy's Records Act request, which purportedly had not been forwarded by G/O Media's prior counsel. McAvoy's counsel provided G/O Media's new counsel with a copy of McAvoy's Records Act request the same day.

52. While G/O Media's new counsel was able to produce McAvoy's records (maintained by G/O Media's Human Resources Department), the records were surprisingly thin and incomplete. In fact, McAvoy's personnel records did not even include a complete copy of the Employment Agreement, as amended.

Count I
Breach of the Employment Agreement against the Union

53. McAvoy realleges paragraphs 1 through 52 above.

54. The Employment Agreement is a valid and binding contract supported by consideration.

55. McAvoy performed all conditions precedent required of him under the Employment Agreement.

56. The Onion breached the Employment Agreement in one or more of the following ways:

- (a) terminating McAvoy for cause when no cause existed;
- (b) failing and refusing to give McAvoy the opportunity to cure the purported termination for cause;
- (c) failing and refusing to pay McAvoy severance; and
- (d) otherwise violating the covenant of good faith and fair dealing by using the “for cause” provision in the Employment Agreement as pretext to avoid having to pay McAvoy severance.

57. As a direct and proximate result of the Onion’s breaches of the Employment Agreement, McAvoy has been damaged in an amount not less than \$500,000, plus interest and costs.

WHEREFORE, Plaintiff Michael McAvoy prays that judgment be entered in his favor and against Defendant Onion, Inc. in an amount not less than \$500,000, plus interest and costs.

Count II
Violation of the Wage Act against All Defendants

58. McAvoy realleges paragraphs 1 through 57 above.

59. At all times relevant herein, there existed the Wage Act.

60. At all times relevant herein, McAvoy was an “employee” as defined by Section 2 of the Wage Act.

61. At all times relevant herein, the Onion and G/O Media were “employers” of McAvoy as defined by Section 2 of the Wage Act.

62. At all relevant times, Spanfeller was an “employer” of McAvoy as defined by Section 13 of the Wage Act because he knowingly permitted the Onion and G/O Media to violate the Wage Act.

63. The severance that McAvoy was to be paid under the Employment Agreement constitute “wages” and “final compensation” as defined by Section 2 of the Wage Act.

64. The Onion and G/O Media violated the Wage Act by failing and refusing to pay McAvoy his severance upon his termination on July 11, 2019.

65. The Onion and G/O Media did not provide cause to terminate the Employment Agreement nor does such cause exist.

66. On the contrary, Defendants used the “for cause” provision in the Employment Agreement as a pretext to (i) avoid having to pay McAvoy severance (which is substantial), (ii) replace executives such as McAvoy with Spanfeller’s friends, which has been reported in the media (see <https://nypost.com/2019/07/30/head-of-deadspin-the-onion-facing-heat-from-own-reporters/>; <https://nypost.com/2019/07/18/new-gizmodo-media-ceo-ripped-for-bringing-in-older-white-guys/>; and <https://deadspin.com/this-is-how-things-work-now-at-g-o-media-1836908201>) and (iii) retaliate against McAvoy for notifying G/O Media about Spanfeller’s treatment of female company executives.

67. As such, G/O Media and Spanfeller are jointly and severally liable under the Wage Act for not paying and refusing to pay McAvoy his severance.

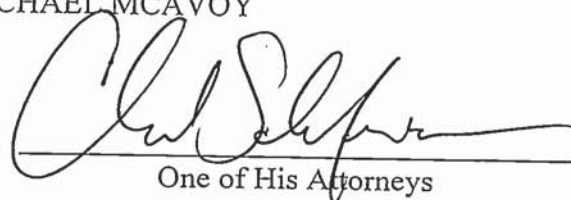
68. As a direct and proximate result of Defendants’ violation of the Wage Act, McAvoy has been damaged in an amount not less than \$500,000, plus interest, attorneys’ fees and costs.

WHEREFORE, Plaintiff Michael McAvoy prays that judgment be entered in his favor and against Defendants G/O Media, Inc., Onion, Inc. and James Spanfeller, jointly and severally, in an amount not less than \$500,000, plus interest, attorneys' fees and costs.

Respectfully submitted,

MICHAEL MCAVOY

By:



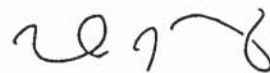
One of His Attorneys

Chad A. Schiefelbein
Kelly A. Starr
Grace L. Urban
Vedder Price P.C.
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601
(312) 609-7500

VERIFICATION

The undersigned certifies that the statements set forth in the foregoing Verified Complaint are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.

Dated: October 31, 2019



Michael McAvoy

FILED
11/1/2019 2:07 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2019L012149

Exhibit A

FILED DATE: 11/1/2019 2:07 PM 2019L012149

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is entered into effective as of January 15, 2016 (the "Effective Date"), by and between Onion, Inc., a Wisconsin corporation, ("Company") and Michael McAvoy ("Employee").

RECITALS

WHEREAS, Employee is currently employed as the President and Chief Executive Officer of the Company;

WHEREAS, the Board of Managers of the Company's parent (the "Board") has determined that this Agreement will reinforce and encourage Employee's continued attention and dedication to the Company in his current role; and

WHEREAS, Company desires to continue to employ Employee in his current role and Employee desires to accept such continued employment, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Employee and Company agree as follows:

1. **Definitions/Interpretation.** The terms and conditions of Sections 1-11 of this Employment Agreement (the "Express Terms and Conditions"), together with the "Standard Terms and Conditions" and any exhibits attached hereto and incorporated herein by reference, are collectively referred to as the "Agreement." All capitalized terms in the Agreement have the meaning set forth in the Express Terms and Conditions, except as otherwise specifically defined in the Standard Terms and Conditions. In the event of a conflict, the Express Terms and Conditions will prevail over the Standard Terms and Conditions. All references to "Section" are Sections of the Standard Terms and Conditions unless expressly stated otherwise.

2. **Employment/Term.** On the terms and subject to the conditions set forth in this Agreement, Company hereby employs Employee and Employee hereby accepts such employment for the period commencing on the Effective Date and ending on the date that is three (3) years from the Effective Date, unless terminated earlier in accordance with this Agreement (the "Term").

3. **Base Salary.** In consideration of all services rendered by Employee under this Agreement, Company shall pay Employee a base salary (the "Base Salary") at the annualized rate of \$325,000.00 during Employee's employment. The Base Salary will be paid in accordance with Company's customary payroll practices, which may change from time to time in Company's sole discretion. Employee's Base Salary will be reviewed periodically and may be increased in Company's sole discretion.

4. **Duties.** Employee will be employed and serve as President and Chief Executive Officer of Company, and will have such duties, responsibilities and render services typically associated with such title. Employee will faithfully and diligently perform all services as may be assigned to him by the Board which are commensurate with Employee's title. Employee will report to the Board. Employee will observe and comply with all rules, regulations, policies, orders, and directions, whether oral or written, as Company may prescribe from time to time ("Company's Policies").

5. **Bonus.** Employee will participate in the National Sales Quarterly Bonus Program set forth in Exhibit A and will be paid pursuant to the Company's Policies, but in no event later than March 15 of the calendar year following the year in which it is earned.

6. **Participation in Profitability Incentive Plan.** Employee will be eligible for consideration for participation in the Company's management profitability incentive plan upon the adoption of such plan by the Company, on the terms and subject to the conditions determined by the Company from time to time.

7. **Benefits.** Company will provide to Employee all insurance and other benefits that Company provides to employees of Company generally and any other benefits made available to employees of Company with responsibilities similar to Employee's responsibilities hereunder (the "Benefits"); subject, however, to Employee's eligibility to participate in such Benefits under Company's Policies.

8. **Business Expenses.** Company will reimburse Employee for all reasonable and necessary business expenditures incurred and submitted for reimbursement by Employee in accordance with Company's Policies.

9. **Place of Employment.** Employee's principal place of employment will be in Chicago, Illinois, or at such other place as may be mutually determined by Company and Employee. Notwithstanding the foregoing, Employee will engage in temporary travel as Company may reasonably request or as may be required to carry out Employee's duties and responsibilities hereunder.

10. **Guarantee.** To the extent any change in control or other sale transaction bonuses are due and payable by Company to Employee and to the extent that Company fails to make such required payments, Uni-Leek, LLC ("Uni-Leek") will make its pro rata portion of such payment, which pro rata portion shall be determined by multiplying such owed and unpaid amount by Uni-Leek's percentage ownership interest in Company's parent.

11. **Change In Control Payments.** Notwithstanding any provision of this Agreement to the contrary, in the event Employee is terminated by Company without Cause or Employee resigns for Good Reason, Uni-Leek and Company acknowledge that Employee shall maintain the right to payment of any and all amounts due to be paid upon a change in control pursuant to the applicable change in control payment agreements with Company which Employee is a party to or subject to; provided, however that such amounts are paid on or before December 31, 2019.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

ONION, INC.

By: _____
Kurt Mueller, its Vice President and
Chief Operating Officer

Dated: _____

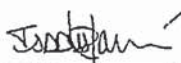
EMPLOYEE:

Michael McAvoy

Dated: _____

SOLELY WITH RESPECT TO SECTIONS 10 AND 11 OF
THE EXPRESS TERMS AND CONDITIONS:

UNI-LEEK, LLC

By:  _____
Isaac Lee, its President

Dated: January 15, 2016

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

ONION, INC.

By: Kurt Mueller
Kurt Mueller (Jan 14, 2016)
Kurt Mueller, its Vice President and
Chief Operating Officer
Jan 14, 2016
Dated: _____

EMPLOYEE:

Mike McAvoy
Mike McAvoy (Jan 14, 2016)
Michael McAvoy
Jan 14, 2016
Dated: _____

SOLELY WITH RESPECT TO SECTIONS 10 AND 11 OF
THE EXPRESS TERMS AND CONDITIONS:

UNI-LEEK, LLC

By: _____
Isaac Lee, its President
Dated: _____

[Signature Page to McAvoy Employment Agreement]

STANDARD TERMS AND CONDITIONS

1. Exclusivity of Services.

(a) Full Time. Employee will render services solely and exclusively for Company and devote Employee's full business time, attention, efforts, energy and ability to Company and faithfully and diligently promote the business affairs and interests of Company.

(b) Prohibited Activities. Without the prior express written consent of Company, which consent may be withheld or rescinded at any time in the sole discretion of Company, Employee will not, directly or indirectly, either individually or as an employee, agent, partner, joint venturer, shareholder, consultant, officer, director, or in any other capacity during the Term: (i) render services to any other person or entity, except to a charitable organization for no consideration and then only to the extent it does not interfere with the business interests of Company and the performance by Employee of Employee's obligations under this Agreement and does not have the effect of negatively impacting the reputation of Company or Employee; or (ii) participate, engage in or have any financial or other interest in any business that is competitive in any manner whatsoever with any business in which Company or any of its affiliates is now or may hereafter become engaged. The foregoing prohibition does not include ownership by Employee of less than five percent (5%) of the outstanding shares of any publicly-traded entity, provided that Employee does not otherwise participate in such entity as a director, officer, employee, or in any other capacity.

(c) No Commitments. Employee represents and warrants to Company that Employee has no outstanding commitments inconsistent with any of the terms of this Agreement or the services to be rendered by Employee hereunder.

2. Termination.

(a) Events. This Agreement and Employee's employment by Company will terminate on the earlier of (i) the expiration of the Term, or (ii) the first to occur of any of the following:

(1) Disability.

(i) Failure to Render Service. In the event Employee fails for a period of one hundred twenty (120) business days, either consecutively or in the aggregate during any twelve- (12-) month period, as a result of illness, incapacity, Disability, injury, or by reason of any statute, law, ordinance, regulation, order, judgment or decree, to render the services contemplated by this Agreement, Company, by written notice to Employee, may terminate Employee's employment.

(ii) Disability Defined. "Disability" shall for purposes of this Agreement mean a physical or mental condition that substantially limits a major life

activity and that renders Employee unable to perform the essential functions of Employee's position, even with such reasonable accommodation by Company that does not impose an undue hardship on Company. Company reserves the right, in good faith, to make the determination of Disability under this Agreement based on information supplied by Employee's medical personnel, as well as information from medical personnel selected by Company or its insurers.

(2) Death. Employee's employment shall automatically terminate upon the death of Employee.

(3) For Cause. Company may terminate Employee's employment at any time, without notice, for Cause. For purposes of this Agreement the term "Cause" means: (i) upon written notice to Employee of any habitual neglect of the duties that Employee is required to perform; refusal or unwillingness to perform duties or other insubordination; provided that Employee shall have ten (10) days to cure, if curable; or (ii) sexual or other unlawful harassment; conduct that reflects adversely upon Company, any affiliate of Company, any officer or director of Company or any affiliate of Company or any Board member, including, without limitation, making publicly disparaging remarks; any willful act that is likely to or does in fact have the effect of injuring the reputation of Employee or the reputation, business, or a business relationship of any of the following: Company, any affiliate of Company, or any officer, director, or Board member of any of them; violation of any fiduciary duty; violation of any duty of loyalty; willful misconduct or gross negligence in connection with the performance of Employee's duties; breach of any material term of this Agreement; material breach of Company's Code of Conduct or similar written policies; conviction of, or a plea of guilty or nolo contendere to, a felony or any crime involving theft, fraud, or other illegal conduct involving dishonesty or moral turpitude. Termination of Employee's employment under this Section 2(a)(3) will not limit Company's rights and remedies against Employee under this Agreement, at law or in equity.

(4) Without Cause. Company, in its sole and absolute discretion, may terminate Employee's employment at any time without Cause and with or without notice, subject to subsection (b) below.

(5) Resignation by Employee for Good Reason. For purposes of this Agreement, the term "Good Reason" shall mean, without Employee's prior written consent:

- (i) any diminution in Employee's material responsibilities, authorities, duties, or title, but not merely a change;
- (ii) any reduction in Employee's Base Salary;
- (iii) any breach by the Company of its material obligations to Employee under this Agreement;

provided, that, in each case, any resignation for Good Reason requires notice by Employee to Company within sixty (60) days of the occurrence of such Good Reason event, stating such specific facts and circumstances, and Company shall have an

opportunity to cure such circumstances, if curable, within thirty (30) days of receipt of such notice. If such circumstances are curable, Good Reason shall not exist hereunder unless Company does not cure such circumstances within the thirty-day cure period, and in such case Employee's employment shall terminate for Good Reason on the day following expiration of such thirty-day cure period.

(b) Effect. Effective as of the date of the termination of Employee's employment pursuant to this Section 2, Employee's right to receive Base Salary, Benefits, expense reimbursement and other amounts (such as bonuses) will cease, provided that Company will pay to Employee such amounts, if any, that Employee has earned but are unpaid, payable in accordance with Company's customary payroll practices or the applicable plan, program, or policy. Notwithstanding the foregoing, in the event Employee's employment is terminated without Cause pursuant to Section 2(a)(4) or by the resignation of Employee with Good Reason pursuant to Section 2(a)(5), and subject to Employee's compliance with the conditions of Sections 2(c), 4, and 6(j) and execution and delivery within sixty (60) days following such termination of a full and general release of all claims, including but not limited to all claims in connection with Employee's employment or the termination thereof, in substantially the form attached hereto as Exhibit B with no material changes (which is no longer subject to revocation under applicable law), Company will continue to pay Employee's Base Salary in accordance with Company's customary payroll practices for twelve (12) months after the date of termination, during which time Employee will be required to fully comply with Employee's obligations under Section 4(b)(2), and Employee will be required to certify such compliance in writing on a monthly basis. Notwithstanding the foregoing sentence, to the extent any portion of the amounts paid pursuant to the continuation of Base Salary following the termination date would constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, such portion shall not be made until the release of claims becomes effective and irrevocable. In the event that the release does not become effective and irrevocable within sixty (60) days following termination of employment, Employee shall forfeit any right to such amounts. If any of the amounts described in the previous sentence constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the period during which Employee may review, execute and revoke the release begins in one taxable year and ends in a second taxable year, the portion of such amounts constituting "nonqualified deferred compensation" shall commence beginning on the Company's first payroll date in the second taxable year. Such payments will be in lieu of all other rights of Employee under this Agreement, at law or in equity, except as provided in the first sentence of this Section 2(b). This paragraph is not intended to limit, eliminate, or affect Employee's or Company's legal or contractual post-termination obligations hereunder.

(c) Post Termination Conditions. Upon termination of Employee's employment, Employee will cooperate with and provide reasonable assistance to Company regarding any litigation, contract negotiation, or other matter in which the benefit of Employee's knowledge or expertise may be requested by Company, including, without limitation, assisting Company, at Company's request, in the

preparation of litigation (including testifying). Company will promptly pay for or reimburse Employee for reasonable out-of-pocket expenses incurred in connection with such cooperation (which shall not include any costs and expenses for legal counsel).

3. Renewal.

(a) Notice. If Company intends to negotiate an extension of the Term, Company will give Employee written notice no later than ninety (90) days prior to the expiration of the Term ("Extension Notice").

(b) Agreement to Renew. Regardless of whether Company gives Employee an Extension Notice, if the parties agree on the terms and conditions of an extended Term or a new agreement, it will be reduced to writing, either in the form of an amendment to this Agreement or a new agreement. No amendment or agreement to renew will be valid unless in writing and signed by Employee and, upon approval by the Board of Directors of Company, the Company.

(c) Effect of Non-Renewal. Regardless of whether Company gives Employee an Extension Notice, if Company and Employee fail to agree on the terms and conditions of an extended term prior to the expiration of the Term then, upon the expiration of the Term (unless sooner terminated in accordance with the provisions Section 2), Employee's employment will terminate and Employee's right to receive Base Salary, Benefits, expense reimbursement and other amounts will cease. Upon such expiration of the Term, Company will pay to Employee all Base Salary, Benefits, expense reimbursements and other amounts, if any, earned by Employee but unpaid as of the date of such expiration. All payments and benefits provided in this subsection shall be payable in accordance with Company's customary payroll practices or the applicable plan, program or policy. Company's election not to renew or extend Employee's employment will not relieve Employee or Company of any continuing obligations under the Agreement.

(d) Company's Discretion. The election to seek an extension of the Term will be at the sole and absolute discretion of Company. No renewal or extension of this Agreement will result in any subsequent renewal or extension of this Agreement unless such subsequent renewal or extension is by written agreement between Company and Employee.

(e) Exclusivity. During the Term and, if Company has given Employee an Extension Notice prior to the expiration of the Term in accordance with Section 3(a) and as long as Employee remains employed by Company, for a period of ninety (90) days thereafter ("Exclusivity Period"), Employee shall not directly or indirectly enter into any discussions or negotiations with anyone other than Company for the performance of services by Employee and Employee will negotiate in good faith exclusively with Company. If at any point during the post-Term 90-day period (up to and including day one) the Company determines that negotiations have concluded unsuccessfully and Employee's employment will not continue, it will notify Employee

that it will waive the remainder of the Exclusivity Period and that Employee may seek other employment.

(f) No Automatic Renewal; At-Will Employment. This Agreement cannot be renewed automatically for any period of time. If the Agreement has not been renewed, but Company, in its sole discretion, permits the employment relationship to continue after the expiration of the Term, Employee will be considered an at-will employee, and either party can terminate the employment relationship at any time, with or without notice, and with or without cause. Company's election to permit the employment relationship to continue on an at-will basis will not relieve Employee or Company of any continuing obligations under the Agreement.

4. Confidentiality/Trade Secrets/Unfair Competition; Competitive Activities; Proprietary Rights.

(a) Confidentiality/Trade Secrets/Unfair Competition.

(1) Defined. In the performance of Employee's duties, Employee will have access to, receive and be entrusted with trade secrets and other confidential information, included but not limited to information regarding marketing, sales, finances, management, administration, production, distribution, customer lists, pricing, plans, processes, and specifications, which are presently owned, or at any time in the future may be developed and owned by Company or its affiliates or its or their agents or consultants, which are actually or may potentially be used in the operation of Company's business, or obtained from third parties under an agreement of confidentiality, and which is not otherwise part of the public domain (collectively the "Confidential Material").

(2) Prohibitions. Employee acknowledges and agrees that all Confidential Material is considered secret and is made available to Employee in strictest confidence. Except in the performance of Employee's duties or as may be required by applicable law, Employee shall not, directly or indirectly for any reason whatsoever, disclose, duplicate or use any such Confidential Material, unless such Confidential Material ceases (through no fault of Employee) to be confidential because it has become part of the public domain. All records, files, drawings, documents, equipment and other tangible items, and all copies thereof, wherever located, relating in any way to the Confidential Material or otherwise to Company's business, which Employee prepares, uses or encounters, shall be and remain Company's sole and exclusive property and shall be included in the Confidential Material.

(3) Delivery. Upon termination of this Agreement by any means, or whenever requested by Company, Employee shall promptly deliver to Company any and all of the Confidential Material, and all copies thereof, not previously delivered to Company, that may be or at any previous time has been in Employee's possession or under Employee's control. Employee hereby acknowledges that the sale or unauthorized use, duplication or disclosure of any Confidential Material by any means

whatsoever and any time before, during or after employment with Company shall constitute a material breach of this Agreement; and Employee agrees not to engage in such sale or unauthorized use, duplication or disclosure of any Confidential Information either during the time employed by Company or at any time thereafter in perpetuity.

(b) Competitive Activities.

(1) Solicitation. Employee covenants and agrees that during the Term and for a period of one (1) year after the date of termination of Employee's employment, Employee shall not directly or indirectly influence or attempt to influence or solicit any existing (at the time of Employee's termination) or prospective (known by Employee to be targeted at the time of his/her termination) employees, performers or independent contractors of Company or any of its affiliates to restrict, reduce, sever, or otherwise alter their relationship or prospective relationship with Company or such affiliates.

(2) Competitive Business. Employee further covenants and agrees that during the Term and for a period of twelve (12) months after the date of termination of Employee's employment, Employee will not, directly or indirectly through one or more Persons, own, manage or control, or become engaged or serve as a shareholder, bondholder, creditor, officer, director, partner, member, employee, agent, consultant, advisor, contractor or representative of, or give financial, technical or other assistance to, or otherwise invest or have a financial interest in, or in exchange for compensation otherwise associate with any Person that is engaged in a business which competes directly or indirectly with the Business (as hereinafter defined), in each case, anywhere in or throughout the United States, including without limitation, all states, territories, districts and protectorates thereof (the "Territory"); provided, however, that nothing herein shall prohibit Employee from being a passive beneficial owner of less than one percent (1%) of the outstanding stock of any publicly-traded corporation that engages in a business that is competitive with the Business. For the avoidance of doubt, the provisions of this Section 4(b)(2) shall not apply if the Agreement naturally expires or Company and Employee do not agree to extend the Term of the Agreement in accordance with Section 3(c) of these Standard Terms and Conditions. For purposes of this subsection, "Business" means any and all forms of media, communication and entertainment, including, without limitation, television, radio, the internet (including e-services and e-commerce), music, movies, theater, print, and visual/audio entertainment via all methods of delivery whether now known or hereafter developed or conceived; "Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or governmental authority, in each case including, without limitation, such Person's successors and permitted assigns (or, in the case of a governmental authority, Persons succeeding to the relevant function of such governmental authority).

(c) Copyrights and Other Intellectual and Industrial Property Rights.

(1) Copyrights: Works Made For Hire. Employee acknowledges

and agrees that Employee is Company's employee "for hire." In this regard, Company, and not Employee, is the sole and exclusive owner of the rights to the fruit, proceeds and work product of Employee, including, but not limited to, scripts, artwork, software programs, lay-outs, story boards, characters, stage-names, slogans, designs, sales presentations, etc., created, written, developed, furnished, produced, disclosed or acquired by Employee, alone or in collaboration with others, during Employee's employment by Company (collectively the "Work Product"). Employee further acknowledges and agrees that the Work Product constitutes "work made for hire" as such term is defined in Section 101 of the U.S. Copyright Act of 1976 (17 U.S.C. §101), as amended, such that all copyrights in and to the Work Product, in any and all media and through all forms of communication or transmission, whether presently known or hereafter developed, are the exclusive property of Company. If, for any reason, the Work Product or any portion thereof does not qualify as "work made for hire," Employee is deemed to have hereby irrevocably sold, assigned and transferred to Company all copyrights in and to the Work Product or applicable portion thereof, exclusively, in perpetuity and throughout the universe.

(2) Post Termination Intellectual or Industrial Property Rights.

Without limitation to subparagraph 4(c)(1) above, Employee further acknowledges and agrees that any work or material (whether protectable under patent, trademark, copyright, trade secret, or otherwise) conceived, discovered, created, or made by Employee, alone or in collaboration with others, within one (1) year after the termination of Employee's employment by Company for any reason, which is derivative from Employee's work for Company during his/her employment with Company, or that results from Employee's use of any Company property (including, without limitation, any Company trade secret or confidential information that Employee acquired during or by reason of his/her employment with Company), is hereby deemed conclusively by the parties to constitute "Work Product" for the purposes of this Section 4(c) and will belong to Company as its sole and exclusive property, and is hereby irrevocably assigned by Employee to Company, exclusively, in perpetuity and throughout the universe. For the avoidance of doubt, Company will not be barred from claiming infringement of its intellectual property rights by Employee or Employee's then-current employer merely by the passage of the one (1) year period mentioned above. Employee shall promptly and fully disclose the underlying basis for all such patent, trademark, trade secret or other intellectual or industrial property to Company and shall cooperate with Company in perfecting its ownership rights therein and thereto. For the avoidance of doubt, it is acknowledged that satire as a genre and parody as a genre, including satire and parody in the form of a news article, are not intellectual property rights in and of themselves.

(3) Moral Rights. Employee hereby irrevocably assigns and transfers to Company, exclusively, in perpetuity and throughout the world, any and all Moral Rights (as defined below) that Employee may have in or to the Work Product under the laws of any country or jurisdiction in the world. To the extent any such rights cannot be assigned to Company, Employee hereby irrevocably waives in perpetuity and agrees never to assert such rights against Company or its affiliates, partners or licensees. In the event any such rights cannot be assigned to Company or waived by

Employee, Employee hereby irrevocably grants to Company an exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense to others, to exploit such rights in any manner and for any purpose whatsoever. As used herein, the term "Moral Rights" shall mean the rights to (a) divulge a work to the public, (b) retract a work from the public, (c) claim authorship of a work, and (d) prevent any distortion, mutilation, or other modification of a work; the term shall include any and all similar rights existing under the laws of any country or jurisdiction in the world, or under any international treaties, regardless of whether such rights are generally referred to as "moral rights."

5. Conflicts of Interest. Employee represents and warrants that Employee is familiar with the provisions of Sections 317 and 507 of the Communications Act of 1934, as amended, recognizes Employee's responsibilities and personal liabilities thereunder, and will fully comply with those provisions during the Term. Specifically, Employee will not, without the prior knowledge and written consent of Company in each instance: (a) engage in any business or economic activity that would create a conflict of interest in the selection of broadcast matter; (b) accept any favors, loans, entertainment or anything of value from persons seeking the airing of any matter in return therefor; or (c) promote over the air any activity or matter in which Employee or any affiliate of Employee has a direct or indirect financial interest. Employee will provide Company with such information and execute such certifications as Company may from time to time reasonably require to enable Company to discharge its obligations under the above-referenced statutory provisions.

6. Miscellaneous.

(a) Succession. This Agreement shall inure to the benefit of and shall be binding upon Company, its successors and assigns. The obligations and duties of Employee hereunder are personal and not assignable. Company will have the right to assign its rights and obligations to any successor or affiliate of Company.

(b) Notices. Any notice provided for in this Agreement shall be in writing and sent:

If to Company to:

Arya Towfighi, SVP/Associate General Counsel – Head of Litigation
Univision Communications Inc.
5999 Center Drive
Los Angeles, California 90045-0073
Fax: (310) 348-3679

and

Human Resources
Univision Communications Inc.
605 Third Avenue, 12th Floor

New York, NY 10158

or at such other address as Company may from time to time in writing designate; and, if to Employee, at such address as Employee may from time to time in writing designate (or Employee's business address of record in the absence of such designation). All notices will be deemed to have been given immediately if communicated by telecopy or facsimile transmission, and two (2) business days after they have been deposited, in the United States mail, certified, return receipt requested, postage paid and properly addressed to the designated address of the party to receive the notice (or on the date the return receipt is signed, if later than two (2) business days).

(c) Entire Agreement. This instrument constitutes and contains the entire agreement and final understanding concerning Employee's employment and the other subject matters addressed herein between the parties. It is intended by the parties as a complete and exclusive statement of the terms of their agreement, and supersedes and replaces all prior negotiations and all agreements, proposed or otherwise, whether written or oral, concerning the subject matters hereof. Any representation, warranty, covenant or agreement not specifically included in this Agreement will not be binding upon or enforceable against either party. This is a fully-integrated agreement. No amendment or modification of the terms of this Agreement will be valid unless made in writing and signed by Employee and a member of the Board of Directors of Company who is not Employee.

(d) Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof or of any other right, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

(e) Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts made and to be performed in such State and without regard to conflicts of law doctrines, except to the extent that federal law preempts certain matters.

(f) Severability. If this Agreement for any reason is or becomes unenforceable in any material respect by any party, it shall thereupon terminate and become unenforceable by the other party as well. In all other respects, if any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect, and if any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances, to the fullest extent permitted by law. In the event that any portion of the second paragraph of Section 1 or any portion of Section 4 of these Standard Terms and Conditions is more restrictive than permitted by applicable law, such provisions shall be deemed and construed as limited to the extent, but only to the minimum extent, necessary to permit their enforcement under such law. In particular, the parties acknowledge that the duration and geographic scope of such provisions may be so limited to permit the greatest possible enforcement thereof.

(g) Withholding. All compensation payable hereunder shall be subject to applicable taxes, withholding, premium charges, co-payment of benefits, self-insured retentions and other normal deductions.

(h) Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights at law or in equity existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for certain breaches of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement. Such injunctive relief shall be available without the posting of any bond or other security. In this connection, the parties agree that the services to be rendered by Employee under this Agreement are of a special, unique and extraordinary nature, which gives them a peculiar value and that a breach by Employee will cause Company great and irreparable injury and harm.

(i) Survival. The provisions of Sections 2(c), 3(d), 4(a), 4(b)(1), 4(c), and 6 will survive the expiration or earlier termination of this Agreement.

(j) Code Section 409A.

(1) The parties agree that this Agreement shall be interpreted to comply with or be exempt from Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder to the extent applicable (collectively "Code Section 409A"), and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A.

(2) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." In the event that as a result of an earlier absence because of mental or physical incapacity Employee incurs a "separation from service," Employee shall on such date automatically be terminated from employment as a Disability termination. If Employee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Employee, and (ii) the date of Employee's death (the

"Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 6(j)(2) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. For purposes of this Agreement, the term "Separation Pay Limit" shall mean, two (2) times the lesser of (i) Employee's annualized compensation based on Employee's annual rate of pay for the taxable year of Employee preceding the taxable year in which Employee has a "separation from service," and (ii) the maximum amount that may be taken into account under a tax qualified plan pursuant to Internal Revenue Code Section 401(a)(17) for the year in which Employee incurs a "separation from service."

(3) (i) All expenses or other reimbursements as provided herein shall be payable in accordance with Company's policies in effect from time to time, but in any event shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Employee, (ii) no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchanged for another benefit.

(4) For purposes of Code Section 409A, Employee's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within sixty (60) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of Company.

(5) Notwithstanding any provision of this Agreement, Company does not make any representation to you that the payments or benefits provided under this Agreement are exempt from, or satisfy, the requirements of Code Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless you or any of your beneficiaries for any tax, additional tax, interest or penalties that you or any of your beneficiaries may incur in the event that any provision of this Agreement, or any amendment or modification thereof, or any other action taken with respect thereto, is deemed to violate any of the requirements of Code Section 409A.

EXHIBIT A**National Sales Quarterly Bonus Program**

At the beginning of each quarter, a national insertion order team quota is assigned for each fiscal quarter at the discretion of the Board of Directors of Onion, Inc. and in compliance with the annual budget of Onion, Inc. A bonus of \$25,000.00 is paid if 100% of the quota is met. In order to qualify for the bonus, the employee needs to be a full-time employee for the entire quarter and ten days into the following quarter.

The employee can also earn an additional bonus of 2% of every dollar above the quota.

Terms & Conditions

All insertion orders need to be approved by Finance Department. A portion of direct pass-through costs, such as rich media or media buying, may not count towards goal or be commission eligible. Any canceled insertion orders will count against the current quarter. Employees in eligible positions must be employed by Onion, Inc. at both the start and end of the quarter to be deemed to be eligible for this program and to earn a bonus under the program. Decisions about when to credit an insertion order toward the team quota will be made at the discretion of management. The Onion, Inc. reserves the right to delay counting an insertion order toward the team quota until the revenue is earned/collected. Nothing in this compensation policy will be deemed to be a promise of continued employment or of employment for a specific term. All employees are employed at-will in the absence of a specific written contract signed by an authorized representative of Onion, Inc.

EXHIBIT B

**[FORM OF]
GENERAL RELEASE OF CLAIMS**

A general release is required as a condition for receiving the severance payments and benefits described in Section 2(b) of the Standard Terms and Conditions of the Employment Agreement, by and between Onion, Inc., a Wisconsin corporation ("Company") and [•], effective as of January [•], 2016 (the "Employment Agreement").

(1) **General.** By executing this General Release ("General Release"), you have advised us that you waive any and all claims against the Company, and its subsidiaries and affiliated or related entities, and any and all of their respective predecessors, successors, assigns and employee benefit plans, and in such capacities their respective past, present or future officers, directors, shareholders, employees, trustees, fiduciaries, administrators, agents or representatives (collectively, the "Releasees") and by execution of this General Release you irrevocably and unconditionally release and forever discharge any such claims except as provided in Paragraph 3(d) below.

(2) **Acknowledgment.** You hereby agree and acknowledge that the severance pay and benefits under Section 2(b) of the Standard Terms and Conditions of the Employment Agreement exceed any payment, benefit or other thing of value to which you might otherwise be entitled under any policy, plan or procedure of the Company or its Affiliates (as defined in the Employment Agreement) or pursuant to any prior agreement or contract with the Company or its Affiliates.

(3) **Release.**

(a) You understand and agree that this General Release will extend to all claims, demands, liabilities and causes of action of every kind, nature and description whatsoever, whether known, unknown or suspected to exist, which you ever had or may now have against the Releasees related to the Company and its subsidiaries and affiliates or related entities, including, without limitation, any claims, demands, liabilities and causes of action arising from your employment with the Releasees and the termination of that employment, including any claims for severance or vacation pay, business expenses, and/or pursuant to any federal, state, county, or local employment laws, regulations, executive orders, or other requirements, including, but not limited to, Title VII of the 1964 Civil Rights Act, the 1866 Civil Rights Act, the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Workers Adjustment and Retraining Notification Act, Sections 503 and 504 of the Rehabilitation Act of 1973, the Employee Retirement Income Security Act of 1974, the Sarbanes-Oxley Act of 2002, the New York State Human Rights Law, the New York Executive Law, the New York Labor Law, the New York City Administrative Code and any other local, state or federal fair employment laws, and any contract or tort claims.

(b) It is further understood and agreed that you are waiving any right to initiate an action in state or federal court by you or on your behalf alleging discrimination on the basis of race, sex, religion, national origin, age, disability, marital status, or any other protected status or involving any contract or tort claims based on your termination of employment from the Company that are released hereby. It is also acknowledged that your termination is not in any way related to any work related injury.

(c) This General Release will not prevent you from filing a charge with the Equal Employment Opportunity Commission (or similar state agency) or participating in any investigation conducted by the Equal Employment Opportunity Commission (or similar state agency); provided, however, that any claims by you for personal relief in connection with such a charge or investigation (such as reinstatement or monetary damages) shall be barred.

(d) The sole exceptions to this General Release are: (i) retirement benefits accrued and vested prior to the effective date of your employment termination (including, for the avoidance of doubt, payments specifically set forth in Section 3(c) of the Standard Terms and Conditions, if any), (ii) documented, accrued and unpaid wages, benefits and expense reimbursement owing for the period through the effective date of your employment termination (including, for the avoidance of doubt, payments specifically set forth in Section 3(c) of the Standard Terms and Conditions, if any), (iii) the accrued and unpaid welfare benefit claims incurred prior to your employment termination, (iv) the benefits specifically provided in Sections 2(b) and 2(c) of the Standard Terms and Conditions of the Employment Agreement, (v) treatment of your equity awards as provided in the applicable equity plan or award agreement, (vi) any change in control payments required to be made to you pursuant any plan or award agreement pursuant to which you are subject or a party to, (vii) any right to indemnification under applicable corporate law, the Employment Agreement, the by-laws or certificate of incorporation of the Company or any Affiliate, any agreement between you and the Company or any Affiliate or any Company benefit plan, (viii) any payments specifically provided for in Section 6(j) of the Standard Terms and Conditions of the Employment Agreement and (ix) any rights as an insured under any director's and officer's liability insurance policy.

(4) **Releasors.** This General Release is being made by you for yourself and on behalf of your heirs, executors, administrators, dependents, trustees, legal representatives and Assigns.

(5) **Restrictive Covenants.** You hereby agree that you are still subject to the obligations under Section 4 of the Standard Terms and Conditions of the Employment Agreement and such Section 4 of the Standard Terms and Conditions of the Employment Agreement shall survive your termination of employment with the Company. Additionally, you covenant and agree that for a period of twelve (12) months from the date of this General Release, you shall not directly or indirectly influence or attempt to influence or solicit, to your knowledge, any existing (at the date of this General Release) or prospective (targeted as of the date of this General Release) customers of Company or any of its affiliates to restrict, reduce, sever, or otherwise alter their relationship or prospective relationship with Company or such affiliates.

(6) **Enforceability.** Based on executing this General Release, it is further understood and agreed that you covenant not to sue to challenge the enforceability of this General Release.

(7) **Consideration Period.** The ability to receive compensation and benefits under the terms of the Employment Agreement, as applicable, (i) if your termination was in connection with a layoff of two or more individuals, will remain open for a forty-five (45) day period after the later of your termination of employment with the Company and the delivery of this General Release to give you an opportunity to consider the effect of this General Release; or (ii) if your termination was not in connection with a layoff of two or more individuals, will remain open for a twenty-one (21) day period after the later of your termination of employment with the Company and the delivery of this General Release to give you an opportunity to consider the effect of this General Release. At your option, you may elect to execute this General Release on an earlier date. Additionally, you have seven (7) days after the date you execute this General Release to revoke it. As a result, this General Release will not be effective until eight (8) days after you execute it. We also want to advise you of your right to consult with legal counsel prior to executing a copy of this General Release.

You understand that your notice rescinding this General Release must be in writing and hand-delivered or mailed to the Company. If mailed, your notice rescinding this General Release must be:

A. Postmarked within seven (7) days after you sign and deliver this General Release to the Company;

B. Properly addressed to:

Onion, Inc.
[Address]
Attention: [•]

And

C. Sent by certified mail, return receipt requested, postage pre-paid.

(8) **Severability.** If any provision of this General Release is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provision. On the contrary, such remaining provisions shall be fully severable, and this General Release shall be construed and enforced as if such invalid provisions never had been inserted in the General Release.

(9) **Entire Agreement.** This General Release sets forth the entire understanding of the parties and supersedes any and all prior agreements, oral or written, relating to the subject matters contained herein and is legally binding and enforceable. This General Release may not be modified except by a written document, signed by you and by a duly authorized corporate officer of the Company.

(10) **Governing Law.** This General Release shall be governed and interpreted under federal law and the laws of the State of New York without regard to principles of conflict of laws.

FINALLY, THIS IS TO EXPRESSLY ACKNOWLEDGE:

- [You have received a list of the ages and job descriptions of the individuals who are eligible to receive severance payments conditioned upon the signing of a similar General Release. *(This bullet point only applies if the termination is part of a termination of layoff of a group. Otherwise the Company is not required to give a list of such ages and job descriptions.)*]
- You have been provided a period of at least [twenty-one (21) days/forty-five (45) days] within which to consider the terms of this General Release:
- You have been advised by the Company to consult with an attorney of your choosing in connection with this General Release;
- You fully understand the significance of all of the terms and conditions of this General Release, and are signing this General Release voluntarily and of your own free will and without reservation or duress and assent to all the terms and conditions contained herein: and
- No promises or representations, written or oral, have been made to you by any person to induce you to sign this General Release other than the promise of payment set forth in Section 2(b) of the Standard Terms and Conditions of the Employment Agreement.

I HEREBY STATE THAT I HAVE CAREFULLY READ THIS GENERAL RELEASE AND THAT I AM SIGNING THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY WITH THE FULL INTENT OF RELEASING THE RELEASEES FROM ANY AND ALL CLAIMS. EXCEPT AS SET FORTH HEREIN. FURTHER, IF SIGNED PRIOR TO THE COMPLETION OF THE [FORTY-FIVE (45) DAY / TWENTY-ONE (21) DAY] REVIEW PERIOD, THIS IS TO ACKNOWLEDGE THAT I KNOWINGLY AND VOLUNTARILY SIGNED THIS GENERAL RELEASE ON AN EARLIER DATE.

Date: _____ [NAME]: _____

Please return this fully executed General Release to the address set forth below:

Onion, Inc.
[Address]
Attention: [•]

**Amendment No. 1 (the "Amendment") to
Employment Agreement dated January 15, 2016 (the "Employment Agreement") between
Mike McAvoy ("Employee") and Onion, Inc. ("Company")**

Employee and Company agree to amend the Employment Agreement as follows:

1. **Term.** The Term of the Employment Agreement is extended through January 31, 2020, unless earlier terminated in accordance with the provisions of the Employment Agreement.

2. **Base Salary.** The first sentence of Section 3 of the Employment Agreement shall be amended and restated as follows:

In consideration of all of the services rendered by Employee under this Agreement, Company shall Employee a base salary (the "base Salary") at the annualized rate of \$500,000 during Employee's employment.

3. **Cooling-Off.** Section 4(b)(2) of the Standard Terms and Conditions of Employment Agreement shall be amended and restated as follows:

Employee further covenants and agrees that if Employee's employment is terminated prior to the expiration of the Term, for a period of three (3) months after the date of termination of Employee's employment (the "Cooling-Off Period"), Employee will not directly or indirectly engage in the "Business" (as defined at the end of this Section 4(b)(2)) in the United States (whether alone, as a partner, joint venturer, officer, director, employee, consultant or investor of any other entity or with any other individual). For purposes of this subsection, "Business" means the business of the Company and its subsidiaries immediately prior to termination of employment and any future businesses the Company and its subsidiaries engaged in or reasonably anticipated as of the date on which Employee's employment terminates, including, without limitation, the business of publishing news, current events, gossip, comedy, demographically targeted content and other content via the internet or any other media employed or reasonably anticipated to be employed by the Company and/or its subsidiaries, whether now known or hereafter developed or conceived.

4. **Bonus.** Pursuant to that Letter of Understanding dated January 12, 2017 by and between Uni-Leek LLC and the Company, Employee is eligible for an annual cash bonus equal to \$200,000 (the "Bonus"). The Company acknowledges and agrees that to the extent Employee is terminated the Bonus will be deemed earned and pro rated through the date of termination and that the amount funded and paid to Employee shall be at the same level as the corporate bonus plan of the Company is funded for year in which the termination occurs. For example, the corporate bonus plan was funded at 56% for 2017 and if the same level of funding is in place for 2018 and Employee is terminated December 31, 2018, Employee would be entitled to be paid \$112,000. The Bonus shall be paid in accordance with the Company's normal payroll practices.

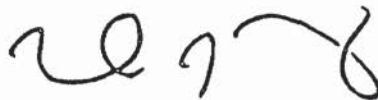
5. **Effective Date of Amendment.** Upon execution by Employee and Company, this Amendment will become effective as of September 25, 2018.

6. **Notices.** Section 6(b) of the Standard Terms and Conditions of the Employment Agreement shall be amended as follows:

"If to Company to:

Univision Communications Inc.
605 Third Avenue
New York, NY 10158
Attention: Office of the General Counsel
Attention: Chief Human Resources Officer"

7. **Other.** Except as provided in this Amendment, all other terms and conditions in the Employment Agreement will remain in full force and effect, and the Employment Agreement, as amended hereby, is ratified and confirmed.



Mike McAvoy

ONION, INC.



By: _____

Sameer Deen
CEO, Fusion Media Group

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11/1/2019 2:07 PM
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COOK COUNTY, IL
2019L012149

Exhibit B



July 11, 2019

VIA HAND DELIVERY

Michael McAvoy
730 N. Franklin St.
Chicago, IL 60654

Dear Mike:

This letter shall confirm that your employment with the Onion, Inc. (the "Company") as President and CEO, shall terminate for "Cause" effective today, July 11, 2019 ("Termination Date"), pursuant to Sections 2(a)(3) of the Standard Terms and Conditions of the Employment Agreement dated January 15, 2016, as amended effective September 25, 2018 (collectively the "Agreement"). This shall further confirm that your relationships with affiliated companies, including G/O Media, Inc. shall also immediately terminate. Among other things, you have failed to perform your duties and responsibilities; have violated your duties of loyalty and fiduciary through for example, your actions related to Ms. Pontius' role; have engaged in acts likely to negatively affect the reputation of the Company or its affiliates, board members or officers; and have refused and/or been unwilling to perform your duties in a manner consistent with the best interests of Onion, Inc. and G/O Media, Inc. Indeed, your email dated July 9, 2019 was the final straw as it outlined a plan that would not only undermine organizational strategies created in the best interest of the Company, but would put the Company at risk. Such actions, which appeared to be planned for the sole purpose of attempting to bolster your personal agenda, would inevitably negatively affect the reputation of the Company and its affiliates, among other things. None of your conduct, where applicable, could be deemed curable.

Your salary will conclude effective on the Termination Date and will be paid on the next regular payday following July 11, 2019. You will also receive payment for your unused accrued vacation time, if any. Your company-provided health care coverage will continue in effect through July 31, 2019. Following that date, you and your eligible dependents, if any, will have the right, if you choose to do so, to continue your coverage under the group programs at your own expense in accordance with the terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA). You will receive an explanation of your COBRA rights, including premium information and enrollment forms in a separate mailing. Except as provided for in this letter, you have forfeited all other compensation or benefits from the Company.

For the avoidance of doubt, except as specifically stated below, you remain bound by the continuing obligations set forth in Section 4 of the Standard Terms and Conditions, including but not limited to the confidentiality provisions of Section 4(a), the non-solicitation provisions of Section 4(b)(1), and the proprietary rights provisions of Section 4(c). The Company will uphold and enforce your continuing obligations under these provisions, and will pursue all rights and



1540 Broadway, 27th Floor / New York, NY 10036 / 646 214 8112



remedies to address any violation(s) thereof. Notwithstanding the foregoing, the Company will waive the non-competition provisions of Section 4(b)(2) in good faith.

You are hereby reminded that you must promptly return to the Company any and all Company property, including but not limited to, any Confidential Material as provided by Section 4(a)(3) of the Standard Terms and Conditions, any electronic devices, credit cards, or other items or equipment issued or provided to you by the Company in connection with your employment, and any and all Company files in your custody, possession or control. This includes the return of both paper records and files and any and all electronic and computer files that have been provided to you by the Company for use in connection with your employment.

Please contact me if you have any questions.

Cordially,


Jim Spanfeller



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11/1/2019 2:07 PM
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COOK COUNTY, IL
2019L012149

Exhibit C



mwe.com

Evan Belosa
Attorney at Law
ebelosa@mwe.com
+1 212 547 5869

July 15, 2019

BY EMAIL AND FEDERAL EXPRESS

Jim Spanfeller
G/O Media Inc.
1540 Broadway
27th Floor
New York, New York 10036

Re: Mike McAvoy

Dear Mr. Spanfeller:

This firm represents Mike McAvoy in regards to his purported termination by G/O Media, Inc. (the "Company"). If you prefer that communications with regard to this matter be directed towards counsel, please provide this communication to such counsel and ask them to contact me directly.

I have your letter to my client dated July 11, 2019, purporting to terminate Mr. McAvoy's employment for "Cause" pursuant to the terms of his Employment Agreement dated January 15, 2016, as later amended (the "Agreement"). Suffice it to say that none of the actions you have alleged constitute Cause under the Agreement.

Firstly, where you have simply repeated or closely parroted the elements of the definition of Cause—"engaged in acts likely to negatively affect the reputation of the Company," "failed to perform [his] duties and responsibilities"—no response is necessary. Recitation of the definition itself does not in any way suffice to provide the elements thereof. As no facts are presented in support of such claims, no response need be made.

To the extent any actual facts are alleged, you have stated only two: first, "your actions related to Ms. Pontius' role" and secondly, Mr. McAvoy's email dated July 9, 2019. Neither constitutes Cause. With regard to Ms. Pontius, your statement is vague and does not support any allegation of Cause. Mr. McAvoy made clear to you, a number of times, that he was concerned that the changes to Ms. Pontius's job not only undermined Mr. McAvoy's own duties and responsibilities, but created undue risk to the Company. As you know, Ms. Pontius's role was materially changed subsequent to the acquisition, and she alleged that she had "Good Reason" to resign. She also, of course, alleged that she was harassed by you. Mr. McAvoy made a number of suggestions regarding treatment of Ms. Pontius meant to both provide a positive role for her and to cure any issues which may have occurred with regard to her

**McDermott
Will & Emery**

340 Madison Avenue New York NY 10173-1922 Tel +1 212 547 5400 Fax +1 212 547 5444
US practice conducted through McDermott Will & Emery LLP.

Jim Spanfeller
July 15, 2019
Page 2

treatment. Those suggestions were made in good faith and in the best interests of the Company, and accordingly, cannot possibly suffice for "Cause." You, of course, are well aware that Mr. McAvoy's assistance was constructive, given that on July 7, you emailed Mr. McAvoy "thanks for responding to my ask on the Katie Pontius situation...I trust this will help greatly in making her feel whole as it relates to her position and duties at the Company."

Secondly, you have alleged that Mr. McAvoy outlined a plan that would "put the Company at risk." This is a surprising allegation considering Mr. McAvoy's email was not only fully within the scope of his authorities, but outlined a plan which would have addressed a myriad of issues related to the composition of the team and the compensation payable on a go-forward basis. In other words, it was precisely what the CEO of a business should do, and your allegation that his "personal agenda" was advanced by doing so is contemptible pretext. If you disagreed with Mr. McAvoy's proposal, you were free to discuss with him, and it is telling that you instead chose to claim "Cause" existed from Mr. McAvoy's good faith attempts to simply do his job. It is further baffling that you claim such actions could not be curable given that the ideas stated in Mr. McAvoy's email *were never implemented at all*. We are confident a fact finder would see it similarly.

While Mr. McAvoy is heartened to see that you do not intend to enforce a noncompetition clause, his termination was plainly one without "Cause," and he expects to be compensated accordingly. Pursuant to the Agreement, please consider this letter notice that all compensation owed on a termination without Cause is now due and payable.

Mr. McAvoy intends to pursue all viable claims against the Company if this matter cannot be swiftly and properly resolved. We hereby demand that all documentation and electronically stored information concerning Mr. McAvoy's employment, termination thereof, and the aforementioned issues be retained and preserved immediately.

If the Company wishes to negotiate an amicable resolution of Mr. McAvoy's claims, please contact the undersigned no later than July 19, 2019. If we do not hear from you, we will assume you are not interested in resolution, and shall be guided accordingly.

Mr. McAvoy reserves all rights.

Sincerely,



Evan Belosa

cc: John Tamisiea
Mike McAvoy

**McDermott
Will & Emery**

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Exhibit D

EPSTEIN
BECKER
GREEN

Attorneys at Law

Lauri F. Rasnick
t 212 351.4854
f 212.878.8600
lrasnick@ebglaw.com

July 17, 2019

VIA EMAIL

Evan Belosa, Esq.
McDermott Will & Emery
340 Madison Avenue
New York, New York 10173-1922

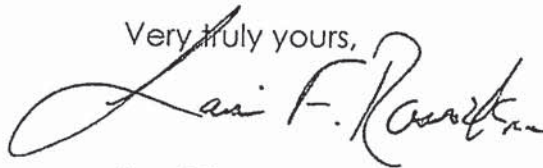
Re: Mike McAvoy

Dear Mr. Belosa:

We have been retained by G/O Media Inc. with respect to your July 15, 2019 letter concerning Mike McAvoy. Please direct any correspondence regarding this matter to me.

We are currently obtaining facts relevant to Mr. McAvoy's assertions. Once we have had an opportunity to do so, we will contact you to discuss this matter.

Very truly yours,

A handwritten signature in black ink, reading "Lauri F. Rasnick". The signature is fluid and cursive, with the first name "Lauri" being the most prominent part.

Lauri F. Rasnick

LFR:clc

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11/1/2019 2:07 PM
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Exhibit E

Vedder

Chicago
New York
Washington, DC
London
San Francisco
Los Angeles
Singapore

August 8, 2019

Chad A. Schiefelbein
Shareholder
+1 312 609 7737
cschiefelbein@vedderprice.com

VIA EMAIL AND U.S. MAIL

Lauri F. Rasnick, Esq.
Epstein, Becker & Green, P.C.
250 Park Avenue
New York, New York 10177

Re: Mike McAvoy

Dear Ms. Rasnick:

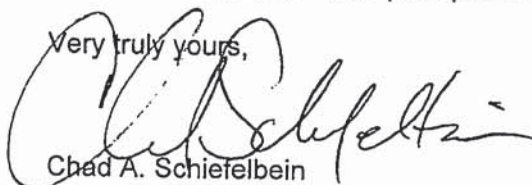
We have been retained by Mike McAvoy to represent him in his dispute with G/O Media, Inc. ("G/O Media"). Please direct all future communications regarding Mr. McAvoy to our attention.

This letter follows on your letter dated July 17, 2019 to Mr. McAvoy's prior counsel, McDermott, Will & Emery LLP ("MWE"). To date, there has been no substantive response by G/O Media to MWE's July 15, 2019 letter. If we do not receive confirmation from G/O Media before the close of business on August 15, 2019 that G/O Media will (i) honor Mr. McAvoy's Employment Agreement dated January 15, 2016, as amended effective September 25, 2018 (the "Agreement"), and (ii) pay him his full severance, then Mr. McAvoy will have no alternative but to file suit in the Circuit Court of Cook County, Illinois for breach of the Agreement and violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 (the "Wage Act").

In addition to his severance, the Wage Act permits Mr. McAvoy to recover interest, attorneys' fees and costs. The Wage Act further permits Mr. McAvoy to bring suit against G/O Media's officers who knowingly permitted G/O Media to violate the Wage Act by refusing to pay Mr. McAvoy his severance.

Mr. McAvoy continues to reserve all of his rights and remedies at law, in equity, in the Agreement and under the Wage Act. Your prompt attention to this important matter is requested.

Very truly yours,



Chad A. Schiefelbein

CAS/bc

cc: Mr. Michael McAvoy (via e-mail)
Kelly A. Starr, Esq.

222 North LaSalle Street | Chicago, Illinois 60601 | T +1 312 609 7500 | F +1 312 609 5005

Vedder Price P.C. is affiliated with Vedder Price LLP, which operates in England and Wales, Vedder Price (CA), LLP, which operates in California, and Vedder Price Pte. Ltd., which operates in Singapore.

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Exhibit F

Vedder

Chicago
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Washington, DC
London
San Francisco
Los Angeles
Singapore

August 26, 2019

Chad A. Schiefelbein
Shareholder
+1 312 609 7737
cschiefelbein@vedderprice.com

VIA EMAIL AND U.S. MAIL

Lauri F. Rasnick, Esq.
Epstein, Becker & Green, P.C.
250 Park Avenue
New York, New York 10177

Re: Mike McAvoy

Dear Ms. Rasnick:

Pursuant to the Illinois Personnel Record Review Act, 820 ILCS 40/0.01, our client, Michael McAvoy, requests that his personnel records be made available for his inspection within seven (7) working days. Such records include, but are not limited to, any personnel documents which are, have been or are intended to be used in determining Mr. McAvoy's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action. Your immediate attention to this important request is required. Mr. McAvoy continues to reserve all of his rights and remedies.

Very truly yours,



Chad A. Schiefelbein

CAS/bc

cc: Mr. Michael McAvoy (via e-mail)
Kelly A. Starr, Esq.